



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/086
Short name	Moranbah ILUA
ILUA type	Area Agreement
Date registered	18/05/2016
State/territory	Queensland
Local government region	Isaac Regional Council

Description of the area covered by the agreement

Clause 1 defines "Agreement Area" as the land and waters depicted and described in Schedule 1.

Clause 1 defines "Surrender Area" as the lots identified in Schedule 2.

[A written description and map of the agreement area and surrender area is also contained in Schedules 1 and 2. A copy of Schedules 1 and 2 is attached to this register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers about 15.7 hectares, is located over various lots in the Town of Moranbah and falls within the Local Government Authority of Isaac Regional Council.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	c/- Crown Law State Law Building GPO Box 5221 Brisbane QLD 4001

Other Parties

Party name	Les Budby and Cecil Brown Jnr. on their own behalf and on behalf of the Barada Barna People
Contact address	c/- Dillon Bowers Lawyers PO Box 626

Party name Barada Barna Limited as trustee for the Barada Barna Charitable Trust

Contact address c/- Dillon Bowers Lawyers
PO Box 626
Townsville QLD 4810

Party name Minister for Economic Development Queensland

Contact address Executive Director - EDQ Regional and Residential Development
GPO Box 2202
Brisbane QLD 4001

Period in which the agreement will operate

Start date not specified

End date not specified

3.1 Subject to clause 3.2, this Agreement commences on Registration.

3.2 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 11 (Registration of Agreement) commence on the Execution Date to allow registration to occur.

3.3 Subject to clauses 3.4 to 3.5, this Agreement will continue in force in perpetuity.

"Execution Date" means the date the parties sign this Agreement or, where the parties sign the Agreement on different dates, the date on which the last party signs the Agreement.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

5.1 The parties agree to the validation of any Future Acts done prior to Registration in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.2 The agreement in clause 5.1 includes but is not limited to any of the Agreed Acts which are also Future Acts and are done prior to Registration.

5.3 The parties consent to the doing of the Agreed Acts to the extent that they are Future Acts.

5.6 The parties agree that any Surrender permanently extinguishes all Native Title Rights and Interests in the Surrender Area from the date the Surrender takes effect.

5.7 To the extent that any of the Agreed Acts are (apart from Subdivision E, Division 3, Part 2 of the NTA) Future Acts to which Subdivision P, Division 3, Part 2 of the NTA applies, the parties agree that Subdivision P is not intended to apply.

5.8 Without limiting clause 5.1, the parties consent to the validation of the compulsory acquisition of native title rights and interests over Lot 52 on SP244534 by the Coordinator-General referred to in Taking of Land Notice (No. 13) 2011 published in the Queensland Government Gazette on 9 December 2011 and Amending Taking of Land Notice (No. 1) 2012 published in the Queensland Government Gazette on 6 January 2012 to the extent it was done invalidly.

6.1 In accordance with clause 5.3 the Native Title Parties consent to a Surrender in relation to the Surrender Area, to take effect immediately upon Registration.

"Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to the acts specified in Schedule 3.

"Future Acts" has the meaning given in the NTA.

"Non-extinguishment Principle" has the meaning given in the NTA.

"NTA" means Native Title Act 1993 (Cth).

"Surrender" means the surrender to the State (and the permanent extinguishment of) all Native Title rights and interests in the Surrender Area.

Schedule 2 - Surrender Area

Lot 910 on Plan SP230449

Lot 913 on Plan SP179893

Lot 20 on Plan M97351

Lot 28 on Plan CP904232

Lot 29 on Plan CP904232

Schedule 3 - Agreed Acts

1. The Surrender of all native title rights and interests to the State over the Surrender Area.
2. All acts incidental or necessary to give effect to or implement the above acts, including any works required on the Surrender Area in conjunction with the proposed grant of fee simple over those lots including accessing the lots, undertaking soil investigations, geotechnical investigations and analysis and similar works, and the granting of licences, permits or other authorities to third parties to carry out such works.

Attachments to the entry

[QI2015_086 Schedule 1 - Agreement Area.pdf](#)

[QI2015_086 Schedule 2 - Surrender Area.pdf](#)